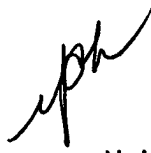


EXPLANATION**Noise Control By-law amending by-law
Re: 201 West 2nd Avenue**

This amendment, approved by Council on October 17, 2006, adds 201 West 2nd Avenue to the Noise Control By-law.

Director of Legal Services
October 14, 2014

201 West 2nd Avenue



BY-LAW NO. _____

A By-law to amend
Noise Control By-law No. 6555

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. To Schedule B of By-law No. 6555, at the end, Council adds:
"CD-1 (582) By-law No. 11069 201 West 2nd Avenue"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 201 West 2nd Avenue**

After the public hearing on October 17, 2006, Council resolved to amend the Sign By-law for this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 14, 2014

201 West 2nd Avenue



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. To Schedule E of the Sign By-law, Council adds:

“201 West 2nd Avenue CD-1 (582) By-law No. 11069 B (DD)”

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law 7398
Re: 2124 -2130 Burrard Street and 1798 West 5th Avenue**

After the public hearing on July 8, 2014, Council resolved to amend By-law No. 7398 regarding 2124 -2130 Burrard Street and 1798 West 5th Avenue. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 14, 2014

2124-2130 Burrard Street and
1798 West 5th Avenue
(Fifth Avenue Cinemas)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7389

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of CD-1 By-law No. 7389.
2. In Section 3.1 (a), Council strikes out "0.66" and substitutes "1.00".
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1870 East 1st Avenue and 1723 Victoria Drive**

After the public hearing on April 16, 2012, Council resolved on April 18, 2012, to amend the Zoning and Development By-law to create a CD-1 By-law for 1870 East 1st Avenue and 1723 Victoria Drive. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 14, 2014

1870 East 1st Avenue and
1723 Victoria Drive



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-644 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (583).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1(583), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses;
- (b) Institutional Uses, limited to Child Day Care Facility, Community Care Facility - Class B, Group Residence, and Social Service Centre;
- (c) Accessory Building; and
- (d) Accessory Use customarily ancillary to any use permitted by this section.

Density

3.1 Computation of floor area must assume that the site consists of 1 145.3 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 Floor space ratio for all uses must not exceed 1.5.

3.3 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floors, both above and below ground level, to be measured to the extreme outer limits of the building;
- (b) stairways, fire escapes, elevator shafts and other features which the Director of Planning considers similar, to be measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located; and
- (c) the floor area of bay windows, regardless of seat height, location on building or relationship to yard setbacks, in excess of the product of the total floor area permitted times 0.01.

3.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed eight percent of the residential floor area being provided;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, that, for each area, is at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (d) amenity areas, including day care facilities, recreation facilities, and meeting rooms, provided that the area excluded does not exceed 10 percent of the total floor area;
- (e) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m and to which there is no permanent means of access other than a hatch;
- (f) covered verandahs or porches, provided that:
 - (i) the portion facing the street or rear property line shall be open or protected by guard rails, the height of which shall not exceed the minimum specified in the Building By-law; and
 - (ii) the total area of these exclusions, when combined with the balcony and deck exclusions, does not exceed 13 percent of the permitted floor space;

- (g) residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit; and
- (h) above grade floor area built as open to below, designed in combination with venting skylights, opening clerestory windows or other similar features which, in the opinion of the Director of Planning, reduce energy consumption or improve natural light and ventilation to a maximum exclusion of one percent of permitted floor area.

3.5 The use of floor space excluded under section 3.4 must not include any purpose other than that which justified the exclusion.

Building height

4. The building height, measured above base surface, must not exceed 13.7 m.

Horizontal Angle of Daylight

5.1 Each habitable room must have at least one window on an exterior wall of a building.

5.2 The location of each such exterior window must allow a plane or planes extending from the window, and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

5.3 Measurement of the plane or planes, referred to in section 5.2, must be horizontally from the centre of the bottom of each window.

5.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m;

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

5.5 An obstruction referred to in section 5.2 means:

- (a) any part of the same building, including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (583).

5.6 A habitable room referred to in section 5.1 does not include:

- (a) a bathroom; or

- (b) a kitchen, whose floor area is the lesser of:
 - (i) 10 percent or less, of the total floor area of the dwelling unit; or
 - (ii) 9.3 m².

Acoustics

6. All development permit applications require evidence in the form of a report, and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below, do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level, and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

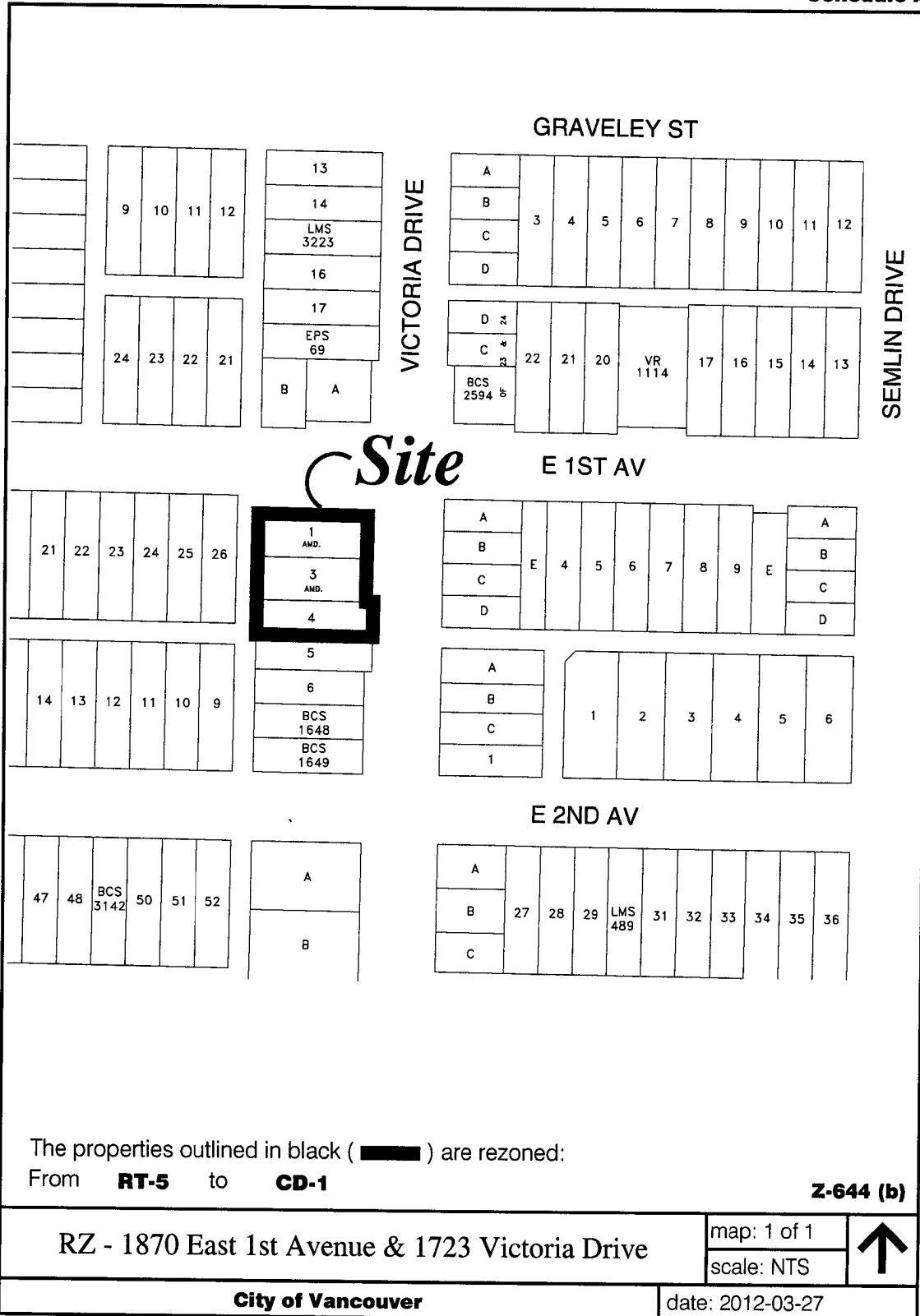
Force and effect


8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk



The properties outlined in black () are rezoned:
 From **RT-5** to **CD-1**

Z-644 (b)

RZ - 1870 East 1st Avenue & 1723 Victoria Drive

map: 1 of 1

scale: NTS



City of Vancouver

date: 2012-03-27

EXPLANATION

Noise Control By-law amending By-law Re: 7249 Cypress Street

This amendment, approved by Council on September 24th, 2013, adds 7249 Cypress Street to the Noise Control By-law.

Director of Legal Services
October 14, 2014

7249 Cypress Street



BY-LAW NO. _____

**A By-law to amend
Noise Control By-law No. 6555**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:
"CD-1 (584) By-law No. 11074 7249 Cypress Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 7249 Cypress Street**

After the public hearing on September 24, 2013, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 14, 2014

7249 Cypress Street



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. To amend Schedule E (Comprehensive Development Areas) by adding the following:

“7249 Cypress Street CD-1 (584) By-law No. 11074 B (C-1)”

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION**2015 Taxation Exemption By-law
Re: Seniors Housing**

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services “to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year”. The Director of Finance has requested the attached By-law.

One property listed in this By-law has changed ownership since the 2014 Taxation Exemption By-law was enacted last year and this By-law reflects that fact. The Lions’ Manor at 325 East 6th Avenue has been transferred from the Mount Pleasant Housing Society to the HFBC Housing Foundation.(see Assessment Roll No. 013-645-194-47-0000). The HFBC Housing Foundation is an incorporated charitable institution whose objects include providing housing for low income seniors and the property in question continues to be used for senior citizen’s housing.

Director of Legal Services
October 14, 2014



BY-LAW NO. _____

**A By-law to exempt from taxation certain lands
and improvements pursuant to
section 396 of the Vancouver Charter**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Pursuant to section 396(1)(g) of the Vancouver Charter, Council exempts from real property taxation for the year 2015 the following lands and improvements:

2015 EXEMPT SENIORS HOUSING

<u>Name and Address No.</u>	<u>Assessment Roll No</u>	<u>Legal Description</u>	<u>Parcel Identifier Numbers</u>
The Baptist Foundation of BC 125 6165 Highway 17 Delta V4K 5B8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061	026-038-218
The Baptist Foundation of BC 125 6165 Highway 17 Delta V4K 5B8	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065	024-525-511
The Baptist Housing Society of BC 125 6165 Highway 17 Delta V4K 5B8	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan 11322	009-116-796
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-04-0000	Lot C, Section 29 THSL, Plan BCP23618	026-666-511
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-39-0000	Lot A, Block 91, Section 29, Town of Hastings Suburban Lands, Plan 3672	012-336-858
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-52-0000	Lot B, Section 29 THSL, Plan BCP23618	026-666-502

Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-92-0000	Lot A, Section 29 THSL, Plan BCP23618	026-666-499
Broadway Pentecostal Benevolent Association of British Columbia 2700 East Broadway Vancouver V5M 1Y8	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011	007-711-565
Calling Ministries A-3263 Blenheim Street Vancouver V6L 2X7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan VAP5702	011-090-235
Chau Luen Kon Sol Society of Vancouver 325 Keefer Street Unit 102 Vancouver V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan 13208	008-706-221
Christ Church of China 300 East Pender Street Vancouver V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District lot 196, Plan 13208	008-706-212
Columbus Charities Association 5233 Joyce Street Suite 407 Vancouver V5R 4G9	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan VAP13188	008-721-670
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, Fraserview, Plans 20067 and 8574	006-862-632 010-041-842 010-041-851 010-041-877 010-041-885
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-258-06-0000	Lot F, Block 24, Fraserview, Plan LMP7749	018-035-361
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan 92	015-757-366

HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	002-638-077-07-0000	Lot D, Block 221, District Lot 526, Plan 13958	007-987-072
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771	014-875-829 014-877-261
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan VAP1058	015-014-878 015-014-860
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-885
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-670-230-83-0000	Lot 28 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-869
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-670-230-89-0000	Lot 29 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-877
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858	008-003-408
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032	018-710-247
King Edward Court Society 2751 West King Edward Ave Vancouver V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan VAP16624	007-396-953

M. Kopernik (Nicolaus Copernicus) Foundation 3150 Rosemont Drive Vancouver V5S 2C9	025-817-300-22-0000	The westerly 217 feet only of Lot 44, District Lot 334, Plan 14240 (which portion is used as a low rental apartment for seniors & has the civic address of 3132 Rosemont Drive)	007-881-002
Mennonite Senior Citizens Society of British Columbia 1750 East 41 st Avenue Vancouver V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan 14859	007-719-230
HFBC Housing Foundation 101-1025 13th Ave W Vancouver BC V6H 1N1	013-645-194-47-0000	Lot C, Block 28, District Lot 200A, Plan 197(Explanatory Plan 9473)	012-145-564
New Chelsea Society 7501 6 th Street Burnaby V3N 3M2	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan 8570	010-017-712
New Chelsea Society 7501 6 th Street Burnaby V3N 3M2	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046	007-990-278
Odd Fellows Low Rental Housing Society 2934 E 22 nd Ave Vancouver V5M 2Y4	023-318-725-95-0000	Lot 26, Blocks 3 and 4, District Lot 49, Plan VAP12672	008-822-808
Parish of St. Paul Vancouver c/o Terra Property Mgmt 301-1587 8 th W Ave Vancouver V6J 1T5	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District Lot 185, Plan 92	015-741-010 015-741-001
Roman Catholic Archbishop of Vancouver 150 Robson Street Vancouver V6B 2A7	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan VAP196	015-565-572 015-565-599 015-565-602 015-565-611 015-565-637 015-565-645 015-565-653


Society for Christian Care of the Elderly 700 - 1190 Melville Street Vancouver V6E 3W1	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172	008-477-426
Soroptimist Club of Vancouver BC c/o Ascent Real Estate Management 2176 Willingdon Ave Burnaby, BC V5C 5Z9	007-683-165-54-0000	Lot A of Lot 5, Block 440, District Lot 526 Plan 5484	011-143-142
South Amherst Housing Society c/o Atira Property Management 405 Powell Street Vancouver V6A 1G7	025-244-805-96-0000	Lot 8, Block 2, Fraserview, Plan 8393	010-113-606
The V E L Housing Society 1717 Adanac Street, Ste 101 Vancouver V5L 4Y9	014-577-259-06-0000	Lots 1-3, Block 20, District Lot 184, Plan VAP178	015-684-695 015-684-709 015-684-717
The V E L Housing Society 101 - 1717 Adanac Street Vancouver V5L 4Y9	014-596-250-04-0000	Lot E, 2 &3 of Lot 8 Block D, District Lot 183, Plan 6254 & 729	010-924-281 015-163-512 015-163-539
Ukranian Senior Citizens Housing Society 7007 Kerr Street Vancouver V5S 3E2	025-300-810-95-0000	Lot 3 of Lot A, Block 71, Fraserview, Plan 11199	009-127-682

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1229-1281 Hornby Street**

After the public hearing on December 17, 2013, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services
October 14, 2014

1229-1281 Hornby Street

 BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1229-1281 Hornby Street**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

PID:	Legal Description:
No PID	LOT G BLOCK 100 DISTRICT LOT 541 GROUP1 NEW WESTMINSTER DISTRICT PLAN EPP44019

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use)

Page 1 of 15 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

[To be put in e-filing form by the applicant]

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
NO PID	Lot G, Block 100, District Lot 541, Group 1, New Westminster District, Plan EPP44019

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S)/CHARGEHOLDER(S):*

RATTENBURY ENTERPRISES LTD., (Incorporation number: 0615652)
0785687 B.C. LTD., (Incorporation number: 785687)

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Y	M	D
14		

Party(ies) Signature(s)

RATTENBURY ENTERPRISES LTD.
by its authorized signatory:

Name:

Name:

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
14		

Party(ies) Signature(s)

0785687 B.C. LTD. by its
authorized signatory:

Name:

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/>	14			CITY OF VANCOUVER by its authorized signatory: <hr/> Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT (1229 - 1281 Hornby Street)

Introduction

- A. It is understood and agreed that this instrument and Agreement, will be read as follows:
- (i) the Transferors, Rattenbury Enterprises Ltd. and 0785687 B.C. Ltd., are herein together called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands; and
- C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the said application, the said rezoning (the "Rezoning") was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the amending by-law (the "Rezoning By-law"), the Owner, at no cost to the City:

"Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement securing 87 residential units, with a minimum total net area of 4,578.7m² (49,286 sq. ft.), and related parking and other amenity space, for 60 years or the life of the building, whichever is greater, as rental housing, and subject to the following additional conditions in respect of those units:

- (a) that all such units will be contained within a separate air space parcel;*
- (b) that such air space parcel may not be subdivided by deposit of a strata plan;*
- (c) that none of such units may be separately sold;*
- (d) that none of such units will be rented for less than one month at a time;*
- (e) that the number of units may be varied at the discretion of the Managing Director of Social Development to provide for more family units; and*
- (f) on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may in their sole discretion require."*

Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

Terms of Agreement

1. **DEFINITIONS.** The terms defined in this Section 1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
- (b) **"Building"** means:
 - (i) any building or structure constructed on the Lands at any time following the date this Agreement is fully executed and includes any portion of such building or structure; and
 - (ii) any existing building or structure on the Lands which is renovated, modified or altered at any time following the date this Agreement is fully executed;

in each case in accordance with a Development Permit, that the Director of Legal Services determines is not installed on an interim or temporary basis;

- (c) **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;
- (d) **"Development Permit"** means any development permit issued by the City to enable development of the Lands as contemplated by the Rezoning, as the same may be amended from time to time;
- (e) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (f) **"General Manager of Planning and Development"** means the chief administrator from time to time of the City's Planning and Development and his/her successors in function and their respective nominees;
- (g) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (h) **"Lands"** means the parcel of land situated in the City of Vancouver, Province of British Columbia described in Item 2 of the General Instrument Part I and includes any parcel into which such land is consolidated or further subdivided;
- (i) **"LTO"** means the land title office for the jurisdiction in which the Lands are situate;

- (j) "**Managing Director of Social Development**" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (k) "**Market Residential Units**" means any new residential units intended for market residential use to be constructed on the Lands in accordance with the Rezoning and the Development Permit, but expressly excludes the Rental Units;
- (l) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (m) "**Owner**" means the Transferors, Rattenbury Enterprises Ltd. and 0785687 B.C. Ltd. and includes any and all of their respective assigns and successors as registered owner of the Lands or any part thereof;
- (n) "**Phases**" means each of Phase A or Phase C, and "**Phase**" means any one of them;
- (o) "**Phase A**" means the mixed use Building to be constructed on the Lands in accordance with the Rezoning and the Development Permit, shown generally as "Phase A" on the sketch plan attached hereto as Schedule "A";
- (p) "**Phase C**" means the mixed use Building to be constructed in the Lands in accordance with the Rezoning and the Development Permit, shown generally as "Phase C" on the sketch plan attached hereto as Schedule "A";
- (q) "**Rental Purposes**" means the use of a Rental Unit (which will not be occupied by the registered or beneficial owner of same but which is made available by such owner to the general public, at arm's length) for residential accommodation only and for a period of not less than one (1) month, all in accordance with this Agreement, reasonable prudent landlord-tenant practices for rental residential accommodation and any and all law applicable thereto, including without limitation, residential tenancy and applicable human rights legislation in British Columbia;
- (r) "**Rental Unit Parcel**" means a legal titled air space parcel which contains all of, and only, the Rental Units to be contained within a Building in accordance with the Development Permit, other than any related common service and amenity area and systems and including without limitation parking for such Rental Units;
- (s) "**Rental Units**" means a minimum of eighty-seven (87) new residential dwelling units intended for Rental Purposes, with a total net area of at least 4,578.7 square metres (49,286 square feet) to be constructed in one or two Rental Unit Parcels, as contemplated by the Rezoning, a minimum of fifty-four (54) of which will be located in Phase A, except that:

- (i) the number of such new residential dwelling units may be reduced by the General Manager of Planning and Development in consultation with the Managing Director of Social Development, if agreed to by the Owner, if the mix of new residential dwelling units is varied to provide a greater number of new residential dwelling units designed to be suitable for families with children pursuant to the Development Permit; and
- (ii) total net area of such new residential dwelling units may be reduced by the Director of Planning to accommodate minor variations in the total net area of the new residential dwelling units, once constructed,

and "Rental Unit" means any one of them, and those terms include each and all such dwelling units constructed in a replacement building on the Lands;

- (t) "Rezoning" means the rezoning described in Recital C of this Agreement;
- (u) "Rezoning By-law" means the rezoning by-law relating to the Lands as described in Recital C;
- (v) "Term" means in respect of all of the Rental Units in a Building, the period from the date this Agreement is registered in the LTO until the date which is 60 years from the date of said registration or the life of such Building whichever is greater; and
- (w) "Vancouver Charter" means the *Vancouver Charter S.B.C. 1953, c. 55*, as amended or replaced from time to time.

2. **RESTRICTIONS ON USE AND SUBDIVISION.** The Owner agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) all of the Rental Units will be located within a Rental Unit Parcel;
- (c) the Rental Units will be used throughout the applicable Term for Rental Purposes only;
- (d) it will not suffer, cause or permit, beneficial or registered title to any Rental Unit in a Rental Unit Parcel to be sold or otherwise transferred individually or jointly with one or more other Rental Units unless beneficial or registered title, as the case may be, to all of the Rental Units in such Rental Unit Parcel are sold or otherwise transferred together and as a block to the same beneficial or legal owner, as the case may be, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;

- (e) subject to Section 3, it will not suffer, cause or permit the Rental Units or a Rental Unit Parcel to be created by the deposit of a strata plan at the LTO, nor will it suffer, cause or permit and Rental Unit Parcel to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (f) that any sale of a Rental Unit in contravention of the covenant in Section 2(d), and any subdivision of the Rental Unit Parcel or the Building or any part thereof, in contravention of the covenant in Section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (g) it will not rent, licence, use or sublet nor will it allow to be rented, licensed to use or sublet any Rental Unit for a term of less than one (1) month;
- (h) it will construct the Rental Units in accordance with any Development Permit and building permit(s) issued for the Lands, or part thereof, and will keep and maintain the Rental Unit Parcel and all parts thereof in good repair and in a safe, clean, neat and tidy condition as would a reasonable and prudent owner of similar buildings and lands, and will insure the Rental Unit Parcel to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If any Rental Unit or any part thereof is damaged, or if any portion of the Rental Unit Parcel is damaged such that the use and enjoyment of any Rental Unit would be materially impaired, the Owner will promptly restore and repair such damage whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (i) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may not seek input from the City's elected Council;

and the Owner covenants and agrees that:

- (j) enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement.

3. SUBDIVISION OF THE LANDS. Despite Subsection 2(e),

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer, the Director of Legal Services and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by air space plan that creates a Rental Unit Parcel; and

- (b) following a subdivision to create any Rental Unit Parcel and the issuance of a final occupancy permit for such Rental Unit Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than a Rental Unit Parcel and the City will, on request of the Owner, execute and deliver a registrable discharge of this Agreement in respect of all parcels other than a Rental Unit Parcel or parcels which will contain Rental Units; provided that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Units pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

4. **OCCUPANCY RESTRICTION ON THE LANDS.** The Owner covenants and agrees with the City in respect of the use of the Lands and each Building, that:

- (a) no Building will be used or occupied except as follows:
 - (i) the Owner will not suffer or permit the occupation of any Market Residential Units or any part thereof and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for any Market Residential Units or any part thereof; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Market Residential Units, notwithstanding completion of construction of any such Market Residential Units;

until such time as an Occupancy Permit has been issued for each of the Rental Units to be contained in the same Phase as such Market Residential Units; and

- (b) without limiting the general scope of this Section 4, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until the Owner has satisfied the provisions of this Section 4.

5. **RECORD KEEPING.** The Owner will keep accurate records pertaining to the use and rental of the Rental Units for Rental Purposes, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make these records available for inspection

and copying by the City.

6. **ENFORCEMENT.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.

7. **INDEMNITY AND RELEASE.** The Owner hereby:

- (a) releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement; and
- (b) agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement or that would not have been incurred "but for" this Agreement.

The indemnity provided in this Section 7 will be an integral part of this Section 219 Covenant continued in this Agreement. The release and indemnification provisions contained in this Agreement will survive the discharge or termination of this Agreement.

8. **NOTICES.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of the Owner, addressed to it at:

in the case of the Owner at:

Rattenbury Enterprises Ltd.
305/111 Water Street
Vancouver, BC
V6B 1A7

Attention: Jon Stovell

0785687 B.C. Ltd.
1800 - 1067 West Cordova Street
Vancouver, BC
V6C 1C7

Attention: Michael Lee

in the case of the City addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

with a concurrent copy to the Director of Legal Services;

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

9. MISCELLANEOUS

- (a) **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- (b) **No Derogation.** Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and

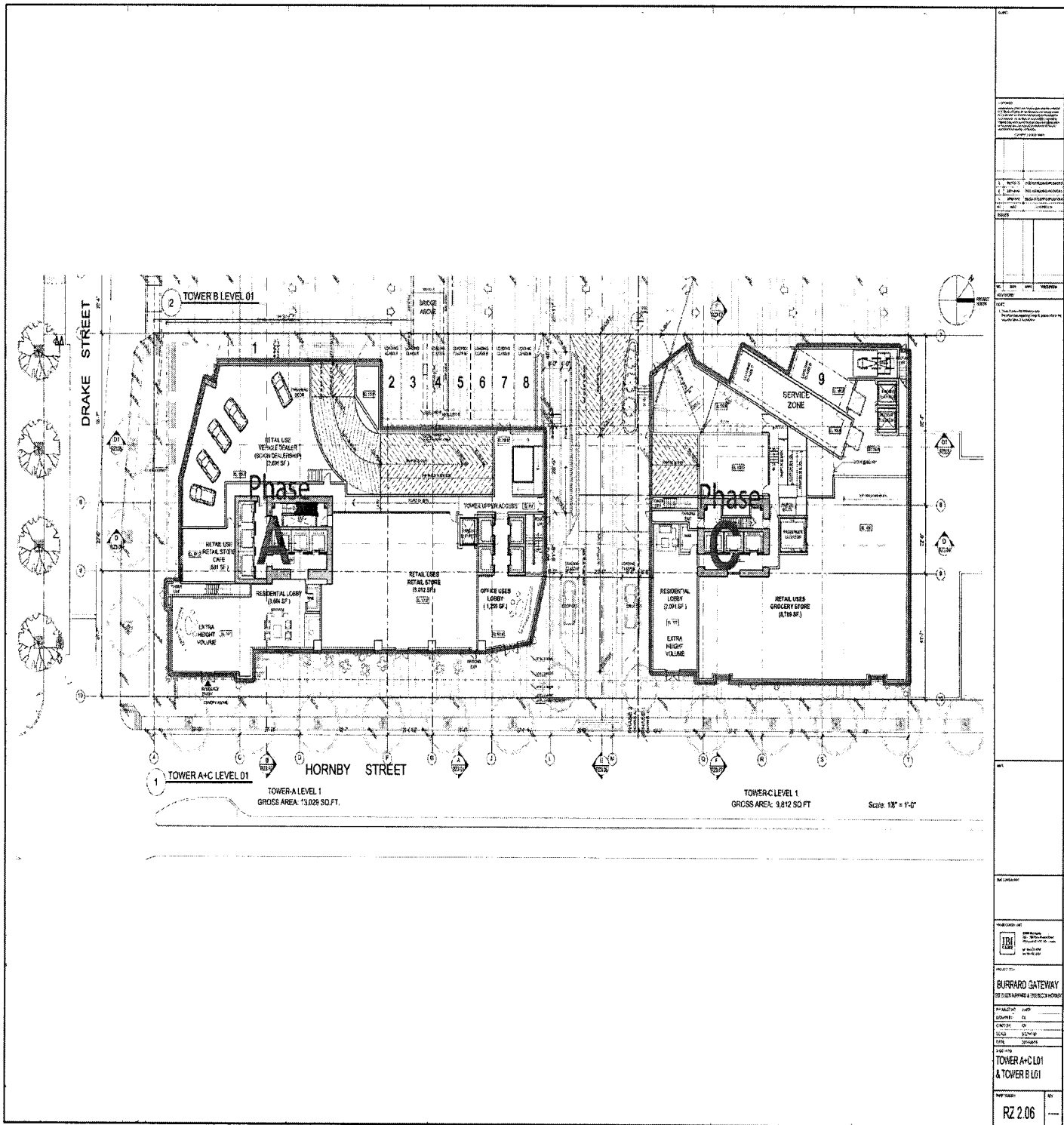
obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands and Building as if this Agreement had not been executed and delivered by the Owner and the City.

- (c) **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (i) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interest in land created hereby; and
 - (ii) this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof.
- (d) **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- (e) **Interpretation.** The following provisions will apply to this instrument:
- (i) the laws of British Columbia are to govern its interpretation and enforcement;
 - (ii) each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - (iii) if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
 - (iv) time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
 - (v) waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
 - (vi) no amendment is to have any force or effect unless the City and Owner have signed it;
 - (vii) this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;

- (viii) any reference to a statute is to the statute and its regulations in force on the date the Owner signs Form C, and to subsequent amendments to or replacements of the statute or regulations;
 - (ix) the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;
 - (x) the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and
 - (xi) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.
- (f) **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Sections 2(d), 2(e) and 3.
- (g) **Perfection of Intention.** The Owner will, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a first registered charge against the Lands, save only for those reservations, liens, charges or encumbrances:
- (i) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (ii) in favour of the City either alone or together with any other party;
 - (iii) registered against title to the Lands at the instance of the City as a condition of rezoning the Lands or in satisfaction of a condition of the City's Approving Officer approving the subdivision of the parent parcel to create the Lands; and
 - (iv) which Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Instrument.
- (h) **Continuing Effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

Schedule "A"



END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 4412 - 4488 Cambie Street**

After the public hearing on October 22, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 4412 - 4488 Cambie Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 14, 2014

4412-4488 Cambie Street



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-665 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (585).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (585), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3. The design and lay-out of at least 25% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor area must assume that the site consists of 3,641 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.60.

4.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed the lesser of 20% of permitted floor area or 929 m².

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any purpose other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 21.1 m.

Horizontal angle of daylight

- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.
- 6.4 If:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of the unobstructed view is not less than 3.7 m,

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

- 6.5 An obstruction referred to in section 6.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any site adjoining CD-1 (585).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this

section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

8. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Force and effect

9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk



The properties outlined in black (**█**) are rezoned:
 From **RS-1** to **CD-1**

Z-665 (b)

RZ - 4412-4488 Cambie Street

map: 1 of 1
 scale: NTS



City of Vancouver


date: 2013-09-30

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 458-476 West 41st Avenue**

After the public hearing on March 10, 11 and 14, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 458-476 West 41st Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 14, 2014

458-476 West 41st Avenue

 BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legend, notations, and references shown on the plan marginally numbered Z-672 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (586).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (586) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3. The design and layout of at least 25% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,356.0 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.55.

4.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of permitted floor area;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.5 Computation of floor area may exclude:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) no more than 50% of the excluded balcony floor area may be enclosed;
- (b) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any purpose other than that which justified the exclusion.

Building height

5. The building height, measured above base surface, must not exceed 20.1 m.

Setbacks

6.1 Setbacks must be, at minimum:

- (a) 2.0 m from the east property line for the principal building;
- (b) 0.2 m from the west property line;
- (c) 3.3 m from the north property line; and
- (d) 1.2 m from the south property line.

6.2 Despite the provisions of section 6.1, the Director of Planning may allow projections into the required setbacks, provided that no additional floor area is created, if:

- (a) the Director of Planning first considers all applicable Council policies and guidelines; and
- (b) portions of buildings which may project into required setbacks are:
 - (i) architectural appurtenances such as decorative exterior fins or fixed external shading devices,
 - (ii) steps,
 - (iii) balconies, eaves, bays or similar features,
 - (iv) entry porches located at the basement or first storey,
 - (v) cantilevered eaves forming part of a porch,
 - (vi) chimneys or piers,
 - (vii) underground parking and storage structures located entirely below grade,
 - (viii) access structures to underground parking,
 - (ix) hydro and gas utility meters, vaults or similar equipment, and
 - (x) any other features which, in the opinion of the Director of Planning, are similar to the features listed in this section.

Horizontal angle of daylight

7.1 Each habitable room in a residential use must have at least one window on an exterior wall of a building.

7.2 The location of each such exterior window must allow a plane or planes extending from the window, and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the unobstructed view is not less than 3.7 m,

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (586).

7.6 A habitable room referred to in section 7.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less, of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

8. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

9. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Force and effect

10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk



The properties outlined in black () are rezoned:
 From **RS-1** to **CD-1**

Z-672 (a)

RZ - 458-476 West 41st Avenue

map: 1 of 1

scale: NTS



City of Vancouver

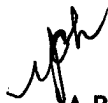
date: 2014-02-05

EXPLANATION**A By-law to amend License By-law 4450
regarding food waste**

The attached By-law will implement Council's resolution of July 22, 2014 to amend the License By-law to facilitate an improved food waste disposal system.

Director of Legal Services
October 14, 2014

BY-LAW NO. _____



**A By-law to amend License By-law 4450
regarding food waste**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the License By-law.
2. Council inserts in section 2, the following definitions in the correct alphabetical order:
“ “food waste” has the same meaning as in the Solid Waste By-law”; and
“ “food waste diversion plan” has the same meaning as in the Solid Waste By-law.”
3. Council inserts as section 15.4:
“FOOD WASTE DIVERSION PLAN
15.4 (1) Every holder of a license issued under this By-law must have a food waste diversion plan for the licensed business.
(2) No holder of a business licence may dispose of food waste in any manner other than in accordance with their food waste diversion plan.”
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
5. This By-law is to come into force and take effect on January 1, 2015.

ENACTED by Council this day of , 2014

Mayor

City Clerk

EXPLANATION

**A By-law to amend
Solid Waste By-law No. 8417
regarding food waste.**

On July 22, 2014, Council resolved to amend the Solid Waste By-law to restrict food scraps and compostable organic materials from disposal at the Vancouver Landfill and Transfer Station. This By-law is designed to amend the Solid Waste By-law in accordance with that direction.

Director of Legal Services
October 14, 2014

BY-LAW NO. _____



A By-law to amend
Solid Waste By-law No. 8417
regarding organic waste

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Solid Waste By-law No. 8417.
2. Council adds to section 2, the following definitions in alphabetical order:

“ “food waste diversion plan” means a plan describing the methods to be used to divert food waste from disposal at a landfill or incinerator site, and includes:

 - (a) producing no food waste;
 - (b) use of the City’s green cart service;
 - (c) use of a licensed hauler who lawfully brings the material to a Material Recovery Facility or otherwise disposes of the food waste in accordance with this By-law; and
 - (d) composting or anaerobic digestion.”; and

““Material Recovery Facility” means an approved materials recovery facility that receives solid waste and separates and prepares recyclable materials for marketing to end-user manufacturers;”.
3. Council renumbers subsection 6.7 as subsection 6.8.
4. Council replaces every “6.7” in subsection 6.6 with “6.8”.
5. Council inserts as the new subsection 6.7, the following:

“6.7 Every owner or occupier of premises where food waste is produced or results must not cause, permit or allow that food waste to be unlawfully disposed of:

 - (1) at a landfill site;
 - (2) at an incinerator; or
 - (3) in a garbage can or commercial-size garbage container on the premises, unless the contents of the garbage can or commercial-size garbage container will be lawfully disposed of by a licensed hauler.”

6. Council inserts as a new subsection 6.7A:

“Food Waste Diversion Plan

- 6.7A.1 (1) Every owner or occupier of non-residential property where food waste is produced must have a food waste diversion plan for food waste produced on the property.
- (2) Every owner or occupier of non-residential property where food waste is produced must not cause, permit or allow the food waste to be disposed in any manner other than in accordance with their food waste diversion plan.
- (3) If the owner or occupier of non-residential property required to have a food waste diversion plan under s. 6.7A.1 (1) is a member of a strata corporation, then members of the associated strata corporation may develop a common food waste diversion plan.
- 6.7A.2 (1) Every owner or occupier of residential property must have a food waste diversion plan for food waste produced on the property.
- (2) Every owner or occupier of residential property must not cause, permit or allow any food waste produced on the property to be disposed in any manner other than in accordance with their food waste diversion plan.
- (3) If the owner or occupier of residential property required to have a food waste diversion plan under s. 6.7A.2 (1) is a member of a strata corporation, then members of the associated strata corporation may develop a common food waste diversion plan.
- (4) If the owner or occupier of residential property required to have a food waste diversion plan under s. 6.7A.2 (1) is the owner or occupier of a rental apartment, then the owner of the rental apartment may develop a common food waste diversion plan for all occupants.
- 6.7A.3 (1) Any owner or occupier of premises or property required to have a food waste diversion plan by this By-law must provide details of the food waste diversion plan to the City Engineer within 7 days of being requested, in writing, to do so.
- (2) If requested to provide details of a food waste diversion plan under section 6.7A.3 (1), the owner or occupier must provide the details of the food waste diversion plan in a form satisfactory to the City Engineer.”

7. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.

EXPLANATION

**By-law amending Ticket Offences By-law No. 9360
Re: Solid Waste By-law offences**

On June 22, 2014, Council approved better enforcement of Solid Waste By-law offences. Enactment of the attached By-law will help accomplish Council's resolution.

Director of Legal Services
October 14, 2014

